



## **QUOTATION**

**Item #L-25/20**

**Design & Build Temporary Cell Block**

## **Design & Build Temporary Cell Block**

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#### **Appendix 1 - Specifications**

##### **Bid Form**

The following information is available for download on the City of Brandon website: <https://purchasing.brandon.ca>

1. Site Plan
2. Conceptual Layout

## **PART A. - INSTRUCTIONS TO BIDDERS**

### **1. DEFINITIONS**

Where in the Quotation Documents where the singular or masculine are used, the same shall be construed as meaning the plural or the feminine or the neuter as the context may reasonably require, and where the following terms are used, the intent and meaning shall be, unless the context otherwise requires, as follows:

"Bidder" means any person submitting a Bid Submission for work, which includes but is not limited to vendor, supplier, firm, contractor, architect, consultant, proponent, or tenderer.

"City" means the Municipal Corporation of the City of Brandon.

"Bid Submission" means an offer from a Bidder in response to a Bid Solicitation.

"Quotation Documents" means the Invitation to Bid, these Instructions to Bidders, Supplemental Conditions, the Bid Form, Specifications, and all Addenda.

### **2. ENQUIRIES**

Administrative inquiries and requests for clarification of the Bid process shall be made to Lindsay Loree, either by Fax at 204-726-8546 or Email [purchasing@brandon.ca](mailto:purchasing@brandon.ca) and must be received not less than seven (7) days prior to the date for closing of Bids.

### **3. SITE VISIT**

A formal site visit is not scheduled but Bidders are encouraged to view/investigate the site. Bidders are advised technical support will not be available to address any questions during the site investigation. Bidders shall not be entitled to rely on any information or interpretation provided by the City at the Site unless that information or interpretation is provided by the Procurement Manager in writing.

### **4. PRICING**

Prices shall be in Canadian Funds and shall be the total cost to the City of Brandon, including all applicable Federal and Provincial Taxes, duties, license costs, fees, insurance, workers compensation, vacation pay and all other charges, costs and assessments with all items being F.O.B. 1020 Victoria Avenue, Brandon, Manitoba. It is the Bidder's sole responsibility to determine whether or not taxes are applicable.

### **5. RECEIPT OF QUOTATIONS**

The Quotation must be received by one of the methods indicated below before 5:00:00 p.m. local Brandon time, **Thursday, July 30, 2020** to be accepted as a bona fide Bid Submission.

Bid Submissions must be received by the City before the stipulated closing time. Late Bid Submissions will not be accepted.

### **6. SUBMISSION OF QUOTATIONS**

The Bidder shall submit his Quotation on original or unaltered copies of the Bid Form provided herein. Any information provided by the City on any form must not be altered by the Bidder unless instructed to do so by written Addenda. The Bidder shall initial and date each correction, change, and/or erasure on the Bid Form. The Bid Form shall be clearly signed by the Bidder and shall clearly indicate the address of the Bidder, the Bidder's telephone number, and the date on which the Bid Form was signed by the Bidder.

Bids submitted by a partnership shall be signed and sealed in the name of the partnership by the authorized signing and sealing officers of the company. The name of the company and the names of the company along with titles of the signing officers shall be clearly printed in the spaces provided on the Bid Form.

The Bid Submission shall be submitted to the City by ONE of the following methods:

**a. Via Mail, Courier or Hand Delivery**

One (1) copy of the Bid Submission shall be submitted in a sealed envelope and addressed to the City of Brandon as follows:

City of Brandon  
Finance Department (Main Floor), City Hall  
410-9<sup>th</sup> Street  
Brandon, MB R7A 6A2  
Attention: Ms. Lindsay Loree, SCMP – Procurement Manager

CONFIDENTIAL: Item #L-25/20 – Design & Build Temporary Cell Block

**Note:** In response to the COVID-19 pandemic, the City has implemented safety protocols for all individuals attending City Hall. Bidders are advised, in the case of delivery by hand or courier, the Bidder or courier personnel must comply with protocols currently in place at City Hall, which may include but are not limited to mandatory hand washing/sanitizing and following physical distancing standards. Bidders are advised adherence to the building protocols may result in a Bid Submission delivery delay. Failure to comply with the City's protocols may result in a Bid Submission not being accepted prior to the Bid Submission deadline. The City shall not be held responsible for any delivery delay caused by adherence to COVID-19 building protocols.

**b. Via Online Bidding Platform (E-submission)**

One (1) copy of an electronic Bid Submission in .PDF format shall be submitted via the "Submit Online Bid" link for the associated Bid Opportunity on the City of Brandon Purchasing & Tenders website: <https://purchasing.brandon.ca>.

The City utilizes an online bidding platform where electronic Bid Submissions may be submitted until the closing time indicated herein for receipt of Quotations.

The procedure for submitting electronic Bid Submissions can be viewed on the City's Purchasing & Tenders website or by clicking [here](#). Failure to follow the procedure as indicated may result in a Bid Submission not being received. Any failure or delay in the transmission or storage of an electronic Bid Submission is the sole responsibility of the Bidder and not of the City.

The City will ONLY accept electronic Bid Submissions uploaded to the City's online bidding platform. Electronic Bid Submissions sent via e-mail will **not** be accepted. If a Bidder encounters issues uploading an electronic Bid Submission, contact the City's Procurement Services Department at 204-729-2251.

A Bid Submission will only be considered to have been submitted once it has been received by the City in the online bidding platform. The time the Bid Submission is received shall be determined by the City's server time, which is linked to National Institute of Standards & Technology time. Bidders are advised the time the electronic Bid Submission is received is based on when the Bid Submission is received by the City's server.

A confirmation webpage will display advising the Bid Submission was submitted successfully and a confirmation email will be sent. Bidders should not consider their Bid Submission to have been submitted if the confirmation webpage does not display and a confirmation email is not received.

Bid Submissions received via the online bidding platform are held securely and are inaccessible by Procurement Services staff until after the stipulated closing date and time.

**Facsimile or E-mail Submissions Are Not Accepted.**

**7. ADDENDA**

The City shall have the right to amend the Quotation Documents prior to the date set for receipt of Bids. Revisions or clarifications will be issued in the form of Addenda forwarded to all registered recipients of the Documents. Verbal and other interpretations or clarifications will be binding only when confirmed by written Addenda. Bidders shall acknowledge receipt of all Addenda to the Quotation Documents in the space provided on the Bid Form. Failure to acknowledge all Addenda may cause the Quotation to be rejected.

**8. ALTERNATE BIDS**

Alternate Bid Submissions are accepted. A separate Bid Form offering an alternate may be attached to the Bid Submission, but a Bid Submission in the proper form must be offered complete and in no way be made conditional upon the terms contained in the separate Bid Form. A note "See Alternate Attached" may be added to the Bid Submission.

**9. WITHDRAWAL OF QUOTATIONS**

A Bidder shall be permitted to withdraw his Quotation, without penalty, if such request is received in writing by the Procurement Manager, prior to the time specified herein for receipt of Bids:

The City of Brandon  
410-9th Street  
Brandon, MB R7A 6A2

Ph: 204-729-2252  
FX: 204-726-8546  
E: [purchasing@brandon.ca](mailto:purchasing@brandon.ca)

The City shall retain the Quotation until after the time specified herein for the receipt of Quotations. The submission will be opened to verify that the name and signature of the person requesting the Quotation be withdrawn is the same as the name and signature of the person who submitted the Quotation. If the information is the same, the Procurement Manager will declare the Bid withdrawn.

**10. REJECTION OF QUOTATIONS**

The City reserves the right to reject any or all Quotations, the City in its sole discretion may reject as non-compliant any Quotation which contains omissions, erasures; is ambiguous or unclear as to meaning or intent; is incomplete, illegible, conditional or contains a qualifier; contains any non-requested alterations or additions to the information provided by the City; is obviously unbalanced; or fails to comply sufficiently with the Instructions to Bidders. The City may, in its sole discretion, waive any and all defects, informalities, and accept any Quotation, as compliant, which it considers is in the best interest of the City of Brandon.

**11. AWARD AND EXECUTION OF QUOTATIONS**

The City reserves the right to cancel this Quotation at any time. The Award of the Quotation, if it is to be awarded, shall be made within sixty (60) calendar days of the date on which the Quotations were opened, unless an extension of the said sixty (60) days is mutually agreed upon in writing between one or more Bidders and the City. Should no award be made within the said sixty (60) days or within any mutually agreeable extension thereof, then all Bidders shall be relieved of any obligation to enter into a Contract.

The award of the Quotation will not be binding until the successful Bidder has received written notification of the award of the Quotation from the Procurement Manager of the City of Brandon. No other act of the City shall constitute an award of the Quotation. The award of the Quotation shall fall under the governing laws of the Province of Manitoba.

The lowest or any Bid will not necessarily be accepted.

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## **PART B. – SUPPLEMENTAL CONDITIONS**

### **The City of Brandon For Design & Build Temporary Cell Block**

#### **A) Application**

- A.1** Brandon Police Services requires the design and construction for a temporary cell block at 1020 Victoria Avenue, Brandon, MB.
- A.2** The Contractor shall design and supply all material, equipment and labor required to perform and complete the work. The Contractor will be responsible for all site preparation and installation.
- A.3** The Contractor shall be responsible for all travel, lodging, and meal costs associated with the Work and shall include them in the Total Bid Price.
- A.4** The Contractor shall ensure that police operations are not affected by the Work.
- A.5** It is the responsibility of the Contractor to abide by the construction requirements as stated in the City of Brandon Engineering Department Standard Construction Specification Book and General Conditions of the Contract. Documents are available in electronic form on the City of Brandon website <https://purchasing.brandon.ca>.
- A.6** The City's Brandon Planning and Building Safety does not require a building permit for this work.
- A.7** The Contractor must comply with all Canadian Federal, Provincial, Municipal Safety Regulations and Standards, unless otherwise noted in the Specifications.
- A.8** Appendix 1 indicates the minimum specifications.

#### **B) Local License Requirements**

Any persons conducting business within the City of Brandon from a Brandon residential address must have a valid Business License. This includes agents from companies that are not based in Brandon but where the agent is conducting his/her business from a Brandon address. Non-compliance will result in rejection of a Bid.

All successful Bidders of construction or service work for the City of Brandon, whether Brandon-based or otherwise, must obtain a City of Brandon License. This is not applicable to suppliers from outside of the City who supply the City of Brandon with goods for the sole use of the City.

Any inquiries on the above should be directed to Municipal Licensing at 204-729-2230.

#### **C) Schedule**

The City of Brandon intends to evaluate the Quotations and provide recommendations to Procurement Services within two (2) weeks of Quotations closing.

#### **D) Selection Process/Criteria**

- 1) Cost; and
- 2) Completion date.

The City reserves the right to contact or interview any or all Bidders to clarify their Bid Submission.

The City will normally award contracts to the lowest competent Bidder meeting the required specifications. However, the City retains the right to reject any or all Bids and take into consideration past performance of Bidders on similar contracts, both in and out of the City and such other factors the City considers relevant including the timing of services to be provided.

**E) Submittal Requirements**

Limit the submittal to 8½"x11" pages. Failure to include the following information will render the Bid Submission non-compliant.

**Please include the following:**

- 1) Bid Form.

**F) Insurance and Indemnification Requirements**

- 1) If all work will be completed off site followed by delivery, there will be no insurance and indemnification requirements.
- 2) If the Contractor will build the Temporary Cell Block on site, the following is required:

Workers Compensation Number must be current and in good standing.

The Contractor shall be deemed the prime contractor for the project and is solely responsible for construction and public safety at the site and for securing the site at all times to prevent public access. The Contractor shall carry out the work in accordance with the construction safety code in force at the place of work and in accordance with the applicable Workplace Safety and Health Act Regulation for Manitoba. The Contractor shall insure that when work is stopped, the Contractor leaves the Site in a safe and secure manner.

The Contractor shall at his own expense obtain Comprehensive General Liability (Occurrence form) policy written in the Contractor's name and including the City of Brandon as an additional insured in the amount of not less than \$2,000,000 (two million dollars) inclusive for such matters as, but not limited to, third party liability, accident, breakage, theft by employees, bodily injury and/or property damage for any one occurrence or series of occurrences arising out of one cause. Legal or defence costs incurred in respect of a claim or claims shall not operate to decrease the limit of liability. A Certificate of Insurance shall be provided prior to commencing work.

Obtain Automobile Public Liability and Property Damage, owned and non-owned vehicles.  
Bodily Injury: each person each accident \$2,000,000 (two million dollars) per occurrence.

**G) Warranty**

The Contractor shall, unless specifically stated otherwise in the Contract Documents, at his sole cost and expense, maintain the Work against any and all defects or deficiencies that may arise for a period of twelve (12) months from the date of the Certificate of Final Completion of the Work.

Upon notification by Brandon Police Services or his/her designate, the Contractor shall, at his/her sole cost and expense, remedy any defect or deficiency identified by Brandon Police Services or his/her designate, during the warranty period and any damage that may arise or result from the defect or deficiency or as a result of the correction of same.

The Contractor shall provide manufacturers' warranty information for all products upon completion of the Work.

**H) Contractor's Declaration**

The Contractor declares that in bidding for the Work and in entering into a Contract with the City, he is aware of the Orders issued under the section 67 of the Public Health Act in response to the ongoing COVID-19 Pandemic, and has taken all necessary steps to ensure compliance with said Orders. The Contractor shall regularly check the Province of Manitoba COVID-19 webpage <https://Manitoba.ca/covid19> for updates and ensure compliance with any future Orders. As Prime Contractor, the Contractor shall ensure Subcontractors are also in compliance.

## **APPENDIX 1**

### **SPECIFICATIONS #L-25/20**

#### **Design & Build Temporary Cell Block**

##### **A. Background & Project Summary**

Brandon Police Services ("BPS") had an agreement with the Brandon Correctional Centre (BCC) for direct lock-up needs. The agreement expired and BPS requires an expansion to the existing detention facility at 1020 Victoria Avenue, Brandon, MB.

While BPS is completing the design for the permanent expansion, a temporary cellblock is required for approximately 18 months. The temporary cell block will be re-used by other police detachments once BPS has the permanent structure in place.

BPS requires a Contractor to design and build a temporary cellblock within two (2) months of the project award. Due to the expiry of the agreement with the BCC and the current limited capacity within the existing BPS facility, time is of the essence for the Work and consideration will be given to Contractors who can complete the Work earlier.

##### **B. Project Requirements**

###### **1. General**

- a. The Contractor is expected to perform all duties ancillary to the provisions of the full and complete design and all materials and performance of all Work necessary to construct the Work. The City will endeavor to answer all queries adequately and quickly, supply any information that is considered to be of use the Contractor and make decisions in a timely manner.

###### **2. Project Management**

- a. The Contractor shall appoint a Project Manager;
- b. The Project Manager shall ensure thorough communication for any and all issues with the City;
- c. The City may request the Contractor to attend a pre-design meeting in Brandon, if the City deems it necessary;
- d. The City may request a progress meeting during construction, if required.

###### **3. Design Requirements**

- a. The Contractor shall ensure that all applicable legislation, regulation and guidelines are followed in carrying out the Work (unless otherwise noted), including the following:
  - i. Manitoba Building Code (MBC), latest version;
  - ii. National Building Code of Canada (NBC), latest version;
  - iii. National Fire Code of Canada (NFC), latest version;
  - iv. Canadian Electrical Code (CEC), latest version;
  - v. City of Brandon Standard Construction Specifications;
  - vi. Applicable City of Brandon By-laws;
- b. Fire separations and fire rated doors are not required as the cell block will be continually monitored;
- c. A holding tank for sewer requirements is acceptable and preferred. Must be securely placed beneath the temporary cell block;
- d. The Contractor shall submit final layout for the City's approval, which includes details of servicing, plumbing, HVAC, etc. It is recommended the Contractor work with a Drafter/Design Engineer to assist the construction, but a sealed drawing is not required;
- e. The City's Building Safety inspectors shall have full access to the site to ensure proper codes and guidelines are being followed.



### **C. Project Specifications**

#### **1. Site Information**

- a. The temporary cellblock will be located at the south side of the existing Brandon Police Services building. A site plan and conceptual layout has been provided for reference.
- b. The Contractor shall take all necessary measures to ensure the temporary cellblock is level and secure from movement once placed.

#### **2. Building Structure & Floor Plan**

- a. The temporary cell block shall be a retrofitted trailer in good condition or a new build, 16 ft. x 50 ft. minimum;
- b. The cell block shall have a minimum of six (6) holding cells, each 7 ft. x 7 ft. minimum;
- c. The cell block shall have a designated space for storage, janitor room, electrical panel and mechanical equipment;
- d. The cell block shall be a minimum of 3 ft. from the south side of the existing building. The space between the existing building and the temporary cellblock shall be fully enclosed. The enclosure between the existing building and temporary cell block shall exclude the hydro gas meter at the southeast corner of the existing building, if required;
- e. Access between the existing building and the temporary cellblock shall meet accessibility standards;
- f. Building location and geometry to be approved by the City prior to the commencement of building layout;
- g. Walls shall be 2x6 wood construction complete with 3/4 plywood and sound insulation;
- h. Polyaspartic floor coating. 6" up walls, floor and cell benches.

#### **3. Cells**

Each cell shall be equipped with the following:

- a. Bench/bed, minimum 2 ft. x 7 ft., constructed of wood, plywood, and tamper proof screws;
- b. Tamper proof grill for air conditioning and heat;
- c. Tamper proof light fixture on ceiling;
- d. Stainless steel toilet and sink combo;
- e. Camera (to be supplied and installed by City);
- f. Floor drain;
- g. Two (2) coats of epoxy wall, bench/bed and ceiling coating;
- h. Two (2) coats colored paint. Contractor to provide a color brochure for the City to make a selection

#### **4. Doors (cells)**

- a. Each cell shall have a 36", 14 ga wing door complete with window and food pass (lockable);
- b. 12 ga column frame;
- c. Tamper proof hinges and hardware;
- d. Pull handle on exterior only;
- e. Alternate Price: The City is trying to procure doors from other detention facilities. Refer to Alternate Price No. 1 on the Bid Form which excludes the supply of doors and requires installation only. The base bid shall include the supply and installation of each door.

#### **5. Doors (other)**

- a. Exterior door shall be 36" commercial grade;
- b. Interior door for storage, janitor and mechanical shall be 36" complete with all hardware and lever style handle;
- c. 24" access doors are required for plumbing on each cell, accessible from the hallway.

#### **6. Heating, Ventilation and Air Conditioning (HVAC)**

- a. Must have air conditioning and heat sized appropriately for the space;
- b. Must include an HRV unit;

- c. Security grilles can only be mounted on the ceiling or under the bench in the cells.

7. Plumbing

- a. 14 ga stainless steel sink and toilet combo in each cell;
- b. Plumbing access required to each unit;
- c. Each unit shall have a shut off valve;
- d. Pipe size from each toilet shall be a minimum of 3";
- e. Holding tank under the temporary building is acceptable. Must be winterized;
- f. Alternate Price: The City is trying to procure the sink and toilet combo from other detention facilities. Refer to Alternate Price No. 2 on the Bid Form, which excludes the supply of these units and requires installation only. The base bid shall include the supply and installation of each unit.

8. Electrical

- a. Contractor to determine panel size required. Power to be fed from electrical panel in existing building. The City will run electrical wiring to the south exterior wall;
- b. Supply and install of electrical panel;
- c. Electrical wiring to each cell for cameras;
- d. Ceiling mounted tamper proof dimmable light in each cell and a minimum of three (3) in the hallway. Fail Safe FCC-X-4-LD4-1HI-30-UNV-93/96-ED1D1;
- e. Regular lights acceptable in areas detainees will not have access to;
- f. Minimum of four (4) exterior LED lights. Placement to be discussed with the City prior to finalizing the design;
- g. Interior outlets only in secure area;
- h. Minimum of two (2) exterior receptacles;
- i. Minimum of two (2) interior light switches.
- j. Alternate Price: The City is trying to procure tamper proof lighting for item 8.d. and 8.e. noted above. Refer to Alternate Price No.3 on the Bid Form which excludes the supply of lights and requires installation only. The base bid shall include the supply and installation of each light.

9. Utilities

- a. The Contractor shall arrange, coordinate and pay for all work associated with utility hook ups;
- b. The Contractor is responsible to connect the temporary cellblock to City water and ensure the service will not freeze during the winter months. The Contractor completing this work must be bonded to work within the City right of way;
- c. The Contractor may connect to City sewer. All work associated with this is the responsibility of the Contractor. Holding tank is acceptable if sized appropriately.

10. Exterior Finish

- a. No preference on exterior finish. Must be durable in all seasons, air and watertight;
- b. Must select materials suitable and secure for re-locating.

11. Windows

- a. Windows are not required.
- b. If a trailer is retrofitted and contains windows, the Contractor shall supply and install  $\frac{3}{4}$ " plywood over the window.

**D. Miscellaneous**

- 1. The City will coordinate with Manitoba Hydro to relocate the existing gas meter at the southeast corner of the building; this work will not interfere with the Contractor's work.
- 2. In accordance with the Standard Construction Specifications Section 01010, Common Requirements, hours of work on site are from 8:30 a.m. to 5:00 p.m., weekdays, unless other arrangements have been made between the City and the Contractor.

3. The Contractor shall provide the City with one (1) week's notice prior to commencement of the Work on site or delivery of the temporary unit;
4. The Contractor shall make all necessary enquiries and give all requisite notice to utilities prior to commencing the Work. Any work or cost required to locate or expose a utility after the work has been awarded shall be borne entirely by the Contractor.
5. If constructing on site, the Contractor shall maintain a clean work space and shall ensure that the Work has minimal interference with the daily operation of BPS. The Work shall not pose any safety hazards to the employees and the public at the site.
6. If construction on site, any garbage, debris, surplus material and equipment shall be removed from the jobsite upon completion of the work. Additional fees are the responsibility of the Contractor. The job site shall be left in a clean, presentable condition upon completion.

**E. Schedule**

1. The Work shall be completed within sixty (60) days of award. Consideration will be given to Bidders who can complete the Work prior to the sixty (60) day timeline. Indicate on the Bid Form timelines for the following scenarios:
  - a. Contractor is responsible to supply all materials and complete the Work as indicated above.
  - b. City to supply and have available for the Contractor upon commencement of the Work, materials as indicated in C.4.e, C.7.f, and C.8.j; Contractor to complete the Work as indicated above.
2. The Contractor shall make every effort to contact suppliers where material lead-times may cause delay in meeting the timelines indicated in the Bid Submission.

**CITY OF BRANDON  
BID FORM**

QUOTATION: Item #L-25/20

SUBJECT: Design & Build Temporary Cell Block

CLOSING DAY: 5:00:00 p.m. local Brandon time, Thursday, July 30, 2020

I, \_\_\_\_\_ representing \_\_\_\_\_  
(Name) (Company Name)  
of \_\_\_\_\_  
(Mailing Address) (City) (Province) (Postal Code)  
\_\_\_\_\_  
(Phone Number) (Fax Number) (G.S.T Registration Number)

Email Address: \_\_\_\_\_

I am authorized to bind the corporation and do hereby submit this as my price on the above-noted item.

The total amount of my bid in Canadian Funds, including all duties and applicable fees, F.O.B. 1020 Victoria Avenue, Brandon, Manitoba, is:

**Design and Build Temporary Cell Block – Complete Job**

Base Price	G.S.T. (5%)	MB R.S.T. (7%) (where applicable)	Total
TOTAL BID PRICE			\$

**Alternate Price No.1** – Doors (cells): Installation of cell door (supplied by City):

Deletion of cost per unit to supply \$ \_\_\_\_\_

**Alternate Price No.2** – Toilet and Sink combo: Installation of each unit only (supplied by City):

Deletion of cost per unit to supply \$ \_\_\_\_\_

**Alternate Price No.3** – Tamper proof dimmable lights: Installation of each unit only (supplied by City):

Deletion of cost per unit to supply \$\$ \_\_\_\_\_

Completion timeline in calendar days:

Contractor to supply all materials: \_\_\_\_\_ days

City to supply and have available upon commencement of work materials as indicated in

Alternate Prices: \_\_\_\_\_ days

Workers Compensation Number: \_\_\_\_\_ must be current and in good standing.

Note: Review Section E Submittal Requirements to ensure all documentation is submitted.

We hereby acknowledge receipt of the following Addenda to the Quotation Documents:

Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____

_____ (Signature)	_____ (Date)	_____ (Witnessed by)*
----------------------	-----------------	--------------------------

I am authorized to bind the Corporation

\_\_\_\_\_  
Print Name of Witness

\*This document must be witnessed to be compliant.